



REQUEST FOR PROPOSALS

for

COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION

January 5, 2021

**City of Lincoln
600 Sixth Street
Lincoln, CA 95648**

Proposals Due by: January 19, 2021

REQUEST FOR PROPOSALS FOR COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION

Introduction

The City of Lincoln is requesting proposals from qualified Consultant firms to provide grant administration services for the State of California Community Development Block Grant (CDBG) Program. Qualified Consultants must have demonstrated experience working with the State CDBG Program.

Lincoln is a non-entitlement jurisdiction with a history of CDBG grants and recently rescinded its CDBG-CV1 funds, and intends to combine CDBG -CV 1 and CDBG-CV 2 and 3 funding for future use. The CDBG-CV funds will support activities related to the preparation, prevention, response and recovery of the Covid-19 pandemic. The amounts of future CDBG funding are unknown at this time.

The City envisions a combination of Covid-19 relief measures funding a wide range of community and economic development activities such as utility/rent/mortgage and other short-term financial assistance. The City is currently seeking a qualified Consultant to complete grant set-up and to provide grant administration, disbursement, and annual reporting services.

Expected “not to exceed” contract amount: The qualified Consultant will be paid for services rendered, subject to grant administrative allowances.

Expected contract period: Two year from contract date with maximum renewal period of one subsequent year upon mutual agreement, with subsequent year “not to exceed” amounts to be mutually agreed upon prior to renewal date.

Submittal Requirements

The response to the Request for Proposals must be made according to the requirements set forth in this RFP. Failure to adhere to these requirements or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal.

Consultant’s proposal shall include but is not limited to:

1. A brief history and detailed summary of your firm’s qualifications;
2. Specific experience and qualifications of individuals identified as the consultant team;
3. Location of office(s) indicating primary office from which services will be provided;
4. A statement of your firm’s policy regarding affirmative action, and indication if your firm is a small business and/or minority or woman-owned business;
5. Grants for which your firm has prepared CDBG applications and/or provided grant administration;

6. Knowledge of the City of Lincoln or Placer County (list any previous experience with the City);
7. Description of proposed scope of work, including schedule;
8. Description of proposed costs, including
 - a) Hourly rate for each project team member who would be assigned to this project
 - b) Indicate other expenses that are requested to be reimbursed
 - c) Costs in the form of a fixed-fee, and the City expects to be billed based on actual hours expended by the Consultant.
9. Acknowledgement that the standard contract for the City of Lincoln (see Exhibit A for the sample) is acceptable as presented or as amended (include the proposed amendments).

Scope of Work

The Scope of Work to be performed by the Consultant shall include the following activities:

1. Work with City staff to ensure proper completion and submission of set-up requirements and clearance of Special Conditions for CDBG-CV and CDBG-Program Income funds, including Sub-Recipient Agreements as needed.
2. Complete all financial and performance reports and periodic reporting requirements required by CDBG (i.e., set-up and completion reports, monthly, quarterly, annual, close-out, etc.).
3. Establish and maintain administrative files, including creating the required Public Information Binder.
4. Provide consultation and assistance for any state HCD monitoring, including assistance regarding preparation of grant activity files, and assistance with monitoring response including defense of any findings
5. Monitor program milestones and recommend amendments as necessary.
6. Facilitate communications between State-CDBG personnel and the City.
7. Appraise the City of all applicable federal and State requirements related to CDBG funds and facilitate the meeting of such requirements.
8. Provides updates to the City on the CDBG-CV CARES Act funding as it unfolds.
9. Assist and advise regarding upcoming CDBG grant application cycles; assessment of specific grant activities and activity selection for applications; and review of grant applications prior to submittal to HCD.
10. Provide review of documentation and other assistance as needed to ensure compliance with federal regulations including but not limited to achievement of National Objective and public benefit, procurement, environmental clearance, accessibility, Section 3, and other subject federal regulations.
11. Provide general program assistance as needed.

Submittal of Proposals

Two (2) electronic copy in PDF format of the Proposals shall be submitted by 4:00 p.m. Wednesday, January 19, 2021. Proposals shall be electronically submitted with the following subject line: **RFP Submittal for CDBG-CV Grant Administration**.

Electronic submission to:

jim.bermudez@lincolncalifornia.gov

Jim Bermudez
Planning Manager, Community Development Department
City of Lincoln 600 Sixth Street
Lincoln, CA 95648

Late or incomplete proposals will not be considered. The City shall have the sole discretion in determining the completeness of each proposal. This solicitation of proposals is not construed as a contract of any kind. The City is not responsible for any pre-contractual expenses incurred by firms responding to this RFP. All proposals shall become the property of the City and will not be returned. All proposals received may become public records under the laws of the State of California and the public may be given access to them after the formal selection process has been completed.

It is understood and agreed that the Proposer claims no proprietary rights to the ideas and written materials contained in or attached to its proposal. Proposals will be maintained as confidential until recommendation is submitted to the City Council at which time all proposals will be public record.

Proposers warrant and covenant that no official or employee of the City, or any business entity in which an official of the City has an interest, has been employed or retained to solicit or aid in the procuring of the contract of this project. The successful proposer will have the status of an independent contractor and will not be either an officer or an employee of the City. Consultant shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

Method and Criteria for Selection

The initial review of all proposals will be to evaluate to ensure they meet the following minimum requirements:

1. The proposal is complete and is in compliance with the RFP.
2. Prospective firm agrees to meet, by inclusion of such statement in submittal letter, all State and Federal requirements included in this RFP.

Failure to meet these requirements may result in the proposal being rejected. No proposal shall be rejected if it contains minor irregularities, defect, or variation of the irregularity; defect or

variation is considered by the City to be immaterial or inconsequential. In such case, the Proposer will be notified of the deficiency in the proposal and given the opportunity to correct. The City may elect to waive the deficiency and accept the proposal as submitted.

The City reserves the right to reject any and all proposals submitted, to request clarification of information submitted, to request additional information from any and/or all applicants, and to waive any irregularity in the proposal and review as long as City procedures remain consistent with the State Department of Housing and Community Development procurement requirements.

Cost, while an important factor, will not be the sole determining factor. The contract will be awarded to the proposer who submits the most favorable overall proposal, as determined by the City in its sole discretion, and may be awarded to other than the lowest proposer. Proposals will be evaluated based on the following criteria:

Evaluation Score Methodology:	Points Available:
Background, experience and qualifications of the firm in CDBG program administration and implementation	30
Experience and qualifications of individuals identified in the Consultant's project team	20
Thoroughness of the Scope of Work, milestones, schedule, cost analysis, and approach to completing the project	20
Quality of feedback provided by references	15
Demonstrated ability to perform tasks/projects in a timely and efficient manner	<u>15</u>
Total	100

The City may elect to interview the most qualified firms as evidenced by the submitted proposals to negotiate final costs/anticipated effort. The terms and scope of the contract will be determined based on negotiations between the City and the prospective Consultant. If the City and the prospective Consultant fail to reach a contractual agreement, the City may negotiate with any other top-selected Consultant.

After selection of the Consultant, all applicants will be notified of the City's decision.

Disputes Relating to Proposal Process

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the City Manager within ten calendar days of the date of the recommendation award or denial letter.

Grounds for an appeal is that the City failed to follow the selection procedures and adhere to requirements specified in this RFP or an addenda or amendments thereto; there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq; or violation of Federal or State law. The City will consider only those specific issues addressed in the written appeal.

The City Manager shall consider any matter appealed during a scheduled hearing, within thirty days of receipt. The decision of the City Manager shall be final with respect to the matters of fact.

All disputes and/or appeals must be submitted to:

City Manager
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

Contract Termination/Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

The RFP/contract may be voided at any time for cause, by giving at least 14 days written notice, due to violations of any terms and/or special conditions of the RFP/contract, upon request of HUD/City, or withdrawal of the expenditure authority.

Insurance Requirements

See Exhibit A, Consulting Services Agreement for Professional Services.

Conflict of Interest

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision- making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or RFP with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Assignment

Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of the City and shall not become an asset in any bankruptcy, receivership, or

guardianship proceedings. Any assignee would need to have equivalent qualifications as to retain award eligibility.

Federal Terms and Conditions

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including, but not limited to, the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses are encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will *be* binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE: Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into

economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.

4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.eov/hq/bep>, or via mail at: D/M/WBE Listing for County, Caltrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.